

1870-002 Chancery Causes: George R. Fletcher vs. William Muncy &  
Lee Co.

Jayne, Muncy, Ely, Jeff

- Deed

CA - Debt  
T - Property



Is the Honorable County Court, of &  
Chancery sitting The Bill of Complaint of George R.

Fletcher of said County would respectfully represent  
that on the 29<sup>th</sup> day of January 1854; he executed to one  
William Muncy of said County his note in writing  
for the sum of Four hundred Dollars, payable on the  
29<sup>th</sup> of January 1860, with legal interest on said sum  
from the date of said note, and to secure the payment of  
of said note, your Order on the same day of its execution  
also, executed a deed of trust by which he conveyed  
to James Payne Junr as trustee, a tract of land, lying  
in said County, containing about one hundred acres  
and the said deed was admitted to record in said  
County on the day of its execution. A Certified Copy

of said deed is herewith filed as part of this Bill.  
And, from which the truth of the above facts,  
fully appear. After the above transactions  
to wit, on or about the 1st Feby 1861, your Order  
and the said William Muncy consulted together, and  
at that time, the said Muncy surrendered and delivered  
to your Order the note first above named for the sum  
of \$400.00 and your Order then and there executed to  
the said Muncy his writing obligatory for the sum  
of \$472.00, which embraced the amount of the first  
named note, and the legal interest thereon to said date.  
This last named note was in payment, and was received  
by said Muncy in full satisfaction, of the first note  
and was made payable on demand  
in the possession of said Muncy.

That said Muncy regards the debt that now exists  
between him, and your Order, as being evidenced  
by the last named note of \$472.00, and that the same  
is payable only on demand, your Order files herewith  
as part of this Bill marked (B), an original notice,  
addressed to your Order, by said Muncy for the purpose  
of collecting interest on said debt of \$472.00, under



of the State of Virginia, upon which  
I did collect from your Orator \$28.32 the  
exact sum of one years interest, on the said sum  
of \$472.00, which he was only enabled to do, by fixing  
upon the minds of the justices, the erroneous idea, that  
a demand of the principal of said note had been  
made, and that therefore interest had accrued; but  
your Orator here positively denies that the said Muncy  
or any person for him, ever made any demand of  
said debt. Your Orator supposing, that the debt  
of \$400.00 was settled and merged in the subsequent  
note for \$472.00, and being inexperienced in such  
matters ~~no~~ deed of release was executed, and  
to your Orator's surprise he has recently found upon  
the door of the Court House of said County, a notice  
by the trustee in the deed aforesaid to sell the  
land of your Orator, on the first day of  
March Count, to satisfy a debt upon a  
sum of \$28.32 has been paid as of the 15<sup>th</sup> of  
1867, which amounts corresponds with the interest  
before named, and of course, must be the said  
debt of \$472.00 as aforesaid. A copy of this notice  
is also filed with this Bill as part thereof. marked  
(6) Your Orator is advised, and believes, and  
therefore alleges, that the execution of the second  
note, and a surrender of the first note, was a payment  
of the original debt, to secure the payment of which  
the said trust deed was executed, ~~was executed~~  
and that in law, the said trust deed does not apply  
and good for the payment of the debt or  
afterwards, and hence the said or  
has no legal right now to sell the land embraced  
in said trust for the payment of the debt of \$472.00  
created on the 1st Feb'y 1861, or any part thereof.

Your Orator will now state, that at the time, he  
executed the note in writing for the said sum of \$400.00  
bearing, ~~illegal~~ interest, that the said Wm. Muncy  
then & there, required of your Orator, who was then

greatly pressed for money, to execute to him, another  
note, for the additional sum, that would accrue as  
interest, on said \$400.00, at the rate of 10 per cent per  
annum, either for the period of one, or two years, your  
Orator, cannot distinctly remember which, but he  
knows he has paid to said Wm. Muncy the  
amount of said usurious interest, and thinks  
it was about the sum of Thirty Dollars,  
which your Orator is advised was usury, under  
the laws of Virginia, and rendered the said  
contract for \$400.00 null, and void, and with  
it vitiated, and rendered of no effect, all  
deeds, securities &c. executed to secure the  
performance of said Contract.

But should your Orator be mistaken in the  
foregoing view of his case, and your worship  
regard the said trust as applying to the  
debt, and that the validity of said Contract

is affected by the usurious consideration aforesaid,  
yet your Orator is advised, that as said note,  
evidencing said debt is upon its face only payable  
on demand, and no demand ever having been made,  
that the trustee has no more legal right to proceed  
to sell, under the trust, than the said obligee  
William Muncy would have to sue upon said  
note, without first having made a demand  
for its payment, upon your Orator; but besides  
your Orator is advised that the Compounding  
interest in the liquidation of a mortgage, or trust  
attempted by the said Muncy in the settlement  
of the trust aforesaid, is contrary to law; and  
your Orator being without an adequate remedy  
at law, in the premises, and being entitled  
to relief in equity, his prayer therefore is, that  
the said William Muncy, and James Eugene Em-  
mester, be made parties Defendants to this Bill  
and that they be required to answer the allegations  
thereof, fully & truly upon oath; and that your



~~request~~ grant an injunction, to restrain, the said  
 Defendants from the sale aforesaid, or any further  
 proceedings under said trust deed, until the  
 further order of the Court; - and that when a  
 final hearing your worship, will perpetuate  
 said injunction, as to said trust deed; and  
 grant to your Outor, such other & further, general  
 & special relief, as the equity of his case  
 merits, and it is competent for a Court  
 of equity to afford. May the Commonwealth,  
 unite of record issue, directed &c.

Burns & Lane for  
 Counsel.

Sworn to before me by Geo. R. Fletcher this 21st day of  
 March 1810.

H. J. Morgan D. Clerk  
 Circuit Court

G. A. Fletcher  
 vs  
 Bill  
 The Plaintiff &c  
 1810  
 March 21st day of March  
 sworn to before me by Geo. R. Fletcher  
 this 21st day of March 1810.  
 H. J. Morgan D. Clerk  
 Circuit Court

D. H. Cook  
 27 61  
 15 00  
 5 50  
 1 00  
 26 73

27 61  
 15 00  
 5 50  
 1 00  
 26 73



To the Worshipful County Court of Lee Co  
Va. in Chy now sitting -

The ~~demurrer~~ and answer of William Muncy  
to a bill filed in this worshipful, against  
this defendant et al - The defendant says  
the plaintiff bill is not sufficient in law  
and of this he prays judgment, of the court  
whether, or not he shall, be compelled to  
answer the same -

But if any other or further answer be  
required of him answering he says: That the  
plaintiff as stated in his bill executed on the  
29<sup>th</sup> day of January 1858. a deed, conveying to  
James Jayne Jr - a certain tract of land therein  
mentioned, in trust to secure to your respondent  
a debt of \$400. bearing interest from the said  
29<sup>th</sup> day of January 1858. This debt, with the in-  
terest which has accrued thereon, is justly  
due and owing, except the sum of \$28.32-  
paise, on the 15<sup>th</sup> of October 1857: and five dollars  
paise 13<sup>th</sup> January 1871. Your respondent admits  
that he notified, the trustee to advertise  
and sell the land in the said trust deed  
mentioned, for the payment of the debt  
due him, <sup>for</sup> which act he conceives himself  
justified in law and good conscience -

The defense set up by the plaintiff is  
fabricated and untrue, and here your respond-  
ent will state, how and under what cir-  
cumstance the debt due him was made,  
and the subsequent transactions connected  
therewith. He states that a short time be-  
fore the execution of said trust, the plaintiff



applied to him, to borrow \$400., representing that he was greatly in need of that sum that he had purchased a tract of land (which is indeed the same tract of land on which the said trust was given) and, that the purchase money, had ~~become~~ due, and that he the plaintiff had not the means of discharging the same. Your respondent did not then have the money on hand to loan, but the plaintiff urged so importunately, that to oblige him he took upon himself the trouble of collecting some debts which was due him, and borrowing on his own credit, the residue, to make up the \$400. before alluded to. But to be particular he states, that he did not let the plaintiff have the entire sum of \$400. in money, that the plaintiff, owed some small debts which at the request, of the plaintiff, he adjusted either by paying or lifting the plaintiff's notes or bonds and executing his own, bearing interest <sup>there</sup> instead, all of which he has since paid. And the money which respondent let plaintiff have, and the debts which he paid for him amounted at the ~~date of the~~ said trust deed to the round sum of \$400. to secure, the payment of which the said trust deed was executed. Now as to the charge of usury being paid respondent, as alleged in the bill, he emphatically denies the truth thereof; there was no contract whatever, for interest at the rate of 10 per centum, or for any interest beyond the legal rate; It is true that the

proposed to respondent at the time when he applied to him to borrow the money, that if he would ~~lend~~ <sup>raise</sup> him the sum of \$400. he would pay him ~~the~~ interest at the rate of 10 percent, but your respondent then stated that it was beyond the legal rate, & contrary to law and that he would enter into no such a contract, nor is it true as stated by the plaintiff that he executed a separate note for the usurious interest, and which he the plaintiff subsequently paid respondent. There never was any such note executed, <sup>or sum paid</sup> and the allegation in the bill as to this is ~~frivolous~~ <sup>false</sup>. But, this fact did occur, your respondent having taken upon himself considerable trouble at the request of the plaintiff, in going around and settling up the small debts which plaintiff owed, he the plaintiff for this trouble, paid respondent, a small amount, the exact sum he does not now remember.

Your respondent now states, that at the time the trust deed was executed, it was understood between him and the plaintiff that the debt due and secured, should be paid within <sup>a year or two</sup> ~~within a year or two~~, and at the expiration of this time respondent called upon him for payment; The plaintiff alleged his inability to meet respondent's demand and implored further indulgence, stating that he was willing that the whole amount of the debt due including the accrued interest should bear interest from that time; and to ~~make~~ effect this object the



calculation was made on the first day of February 1861, at which time it was ascertained, that the debt of \$400. with interest amounted to \$472 - and for this sum, the pl-ff executed a new note, ~~and~~ which was reciev- in the place of the first mentioned note -

which last mentioned note, is herewith filed marked: X. Some time after the execution of this note your respondent thinks about which was the time respondent, was to wait under the last agreement one year, ~~he agains called to say that the pl-ff between the parties, before, he would, enforce the trust deed pl-ff to the charge of this note, but he refused to come to respondent, and offered to discharge the said trust as then inflated~~ ~~confessingly, stating, that the notes, which respondent naturally referred to, other demands were also being made~~

But no sums were ever paid your respondent except those before mentioned.

As is stated the debt due by the last mentioned note is the identical, debt due by the first note, with 6 years interest added thereto; and which is the same secured by the trust deed - This last note executed was so made for the purpose of enabling your respondent, to draw, interest, upon the interest which had accrued, on the said \$400. note - Your orator is advised that, the trust deed executed secures to him, the payment of the debt therein mentioned; this debt never has been paid nor any part thereof, except as before stated nor ~~is~~ there ~~any~~ <sup>is</sup> any merger which can destroy the virtue of the trust deed; The only question which can arise is whether, your respondent is entitled, to interest on the \$72. from the first Feb 1861. This being the interest which had accrued on the \$400 up to this time. This matter he submits to this honorable court -



But he states that the Trustee, did not propose to sue the land conveyed in this trust deed for anything but the debt therein mentioned to wit \$400. with its interest from 28<sup>th</sup> day of January 1858. Gen respondent, concludes by repeating that the said debt is due him subject to the payments made to him as aforesaid; and he denies the many allegations he charges the \$30. note alleged to be executed to him, & denies all other material allegations, contained in Plff's bill not, herein before expressly denied.

Hagan & Pickens

Let County Sworn to before me this 9<sup>th</sup> day of April  
1870. John B. West D. Clerk Lee Co Court.



Wm Muncey

ad. } answer

G. R. Fletcher

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May 1870  
unrecorded

John B. West



one day after I bind my self heirs & B to  
pay Francis Murray ninety four dollars and  
eighty three cents for value received  
of him witness my hand and seal  
January the 30 1858

William Hurvey (seal)



Williamburg

To note

\$94 83



$$\begin{array}{r} 94 \\ 6 \\ \hline 544 \\ 470 \\ \hline 47 \\ \hline 10.81 \end{array}$$

$$\begin{array}{r} 94\ 83 \\ 10\ 81 \\ \hline 105\ 64 \\ 2\ 30 \\ \hline 107\ 94 \end{array}$$



George R Fletcher

Plff

For Defendant

vs  
Mrs Murrey and James Murrey

Defds

This cause came on again this day to be further heard. On a motion by the defendant William Murrey, to remove the injunction heretofore granted the plaintiff in this case, on the papers formerly read in the same, and the deposition of witness and was again argued by counsel. And the Court being of Opinion, that the deed of trust in the bill mentioned is a valid security and subsisting security for the payment of the ~~\$1100. note in the bill~~ <sup>\$1100. note in the bill</sup>, ~~that no action could be taken~~ <sup>that no action could be taken</sup> ~~place by the execution of the \$472. note in the bill~~ <sup>proceedings</sup> ~~mentioned~~ and the Court being also further of Opinion that the evidence in the cause is most sufficient in law to establish the money set up by the bill, and it also appearing that the plaintiff paid to the defendant <sup>the Murrey</sup> on the 15th day of October 1867 the sum of \$28.32 and on the 13th day of January 1870 the further sum of \$5.00 - On Consideration of all which it is adjudged Ordered and Decreed, that the said injunction as to the said \$28.32, and the said \$5.00 paid as aforesaid be and the same is hereby perpetuated. And that the residue of said injunction be and the same is hereby dissolved, and it is further Ordered that when the plaintiff shall pay to the defendant William Murrey the residue of the debts mentioned in the deed of trust in the proceedings in this cause mentioned in the said Murrey will deliver to the plaintiff the said \$472.00 note bearing date the first day of February 1861. And the plaintiff by his counsel thereupon declared that he did not desire the cause to remain longer on the docket, It is further adjudged Ordered and Decreed that the defendant recover against the plaintiff his cost by him about his agency in this cause expended. And the plaintiff alleging that he felt himself aggrieved by the decree rendered in this cause and that he intended to apply for a Supersedeas thereto, on



his motion a suspension of the execution thereof is granted him  
untill the first day of October 1870 upon Condition that he  
or some <sup>one</sup> for him will execute bond in the sum of \$150.00  
before the clerk of this Court with such Condition as is required  
by law and the cause is stricken from the docket.

Memorandum that upon the trial of this cause the plaintiff ex-  
posed to the ruling of the Court against him in tendering his  
bill of exceptions which is signed and sealed by the Court and  
made a part of the record in this cause.

119420

George A. Fletcher

Doan J. J. Doan

William H. Murray

Enter this Decree

H. F. Morgan

July 19-1870



Trayell Smith June 4<sup>th</sup> 1870

7 men. The money having been taken  
festivals & allows to wit that the said  
same money brought by the Brother William  
the new four years of age. and these  
was old part in the same one time  
at the time three men and were known  
or so represented by said William. When  
they were smooth nice cattle one was deep  
black red and white in spots the other were  
white and a brindle mixed with white  
black and some white spots smooth neck horns  
and a part of his tail gone known as the calf  
of his wife & Lisa both saw. The above  
have been made to me certain collection  
of the fall of Eighteen last, gave at the same  
William's money house the cattle were shown  
to me by the said William. When in his  
field known as the Crown Bent that the  
purchased piece of the two three years old above  
described under thirty dollars of which a small part  
I have to pay a part or all a mediation to have  
the trade the above transaction was made with  
out the presence knowledge or interest of  
G. R. Phillips and the property then purchased by  
me was at that time and for several days then  
after held by me as my individual property  
without the Court expectation of the above  
said William being at any time interested there  
in



question by Plantiff. did you have near  
the Plantiff from fifth, six to fifty Cogs  
in Cogs

1. In sum & does

question by Plantiff were you connected with  
the Plantiff business during the above time

Answer I was intimate with

question by Plantiff were you aware  
of any transaction between the defendant and  
Plantiff of this suit involving Cogs  
during the above time

Answer I was not and think if such transac-  
tion had been made I would have known it  
as the Plantiff and I were always intimate  
with each other business James & Henry

Gerrett County Ky

I the undersigned do hereby Certify that I am an  
acting Justice of the peace in and for the County  
of Fayette in the state of Kentucky and that  
the foregoing depositions of James F. Fennell  
were depone sworn and subscribed to before  
me at the time and place and for the purpose  
set forth in the Caption Given under my hand  
and Seal this 6th fourth day of June 1870

G. W. Fennell, J. P. C.



Ad faciem oris beatorum Uelk Leo laudat to  
the 16<sup>th</sup> clari of stone 1870 at the office of A. B. B.  
Same

G. M. B. 2<sup>d</sup> grad. a. 1870

Geo. R. Fletcher

~~203~~ Depositions

Wm Muncy et al.

Rec'd by mail sealed

June 16 - 1870 & filed

J. B. West, clk

W. H. Muncy.

June 16<sup>th</sup> 1870



Pursuant to the accompanying notice, I the undersigned Samuel Fields, Commissioner in Chancery for Lee County proceeded on Saturday the 30<sup>th</sup> day of April 1870, at the Law Office of M. B. D. Lane in Jonesville Lee County Virginia, to take the depositions of Thomas Ely, George R. Fletcher, and to be read as evidence upon the hearing of a suit in Chancery, now pending in the County Court of Lee County, wherein, George R. Fletcher is Plaintiff and William Muncy is Defendant..

George R. Fletcher a witness of lawful age, being first duly sworn, deposes as follows.

Mr. Fletcher please state, what occurred between William Muncy, and yourself, at the time you borrowed the sum of four hundred dollars from him about the year 1858.

The witness says that, when I went to him for the money he told the witness, that he had not all the money, part of his money was in the hands of other people, already at 6 per cent in the hands of men that were good, if he took it out of their hands and let witness have it they would think hard. I told <sup>him</sup> I was in need of the money, that there was no debt that he could settle, and if he would raise me the balance of the money I would give him 10 per cent, his answer was the law would not allow him to loan at 10 per cent, I told him I would give him my note for the <sup>thing</sup> 10 per cent due two years after date, we agreed upon these terms he left the note that the witness requires to be lifted, the balance of the amount he paid in money made it up to the <sup>sum of</sup> the note that he lifted was one ninety odd dollars. The <sup>then defendant, executor of my estate</sup> note was executed by Francis Muncy Jan'y 31<sup>st</sup> 1858, I was to have two year by paying interest from date, at the end of two years or thereabouts he agreed to indulge witness another year, nothing said at that time.



about, the rates of interest, about the end of the third year, he told the witness, I must pay him up or come forward, give a new note and add the interest with the principle, which made Four hundred and seventy two dollars 10¢ of February 1861, then the conversation came up again, about the 10 per cent, that he only required it for the first two years, but he would require the witness to give a new note, adding in the interest with the principle as long as the witness kept his money, the 4 per cent note, the interest paid which amounted to Thirty one, odd dollars.

The Four hundred and seventy two dollar note was due on demand, there never has been any demand made of witness for the principle.

At the time the witness executed the Four hundred and seventy two dollar note, I lifted the Four hundred dollar note, and have not seen it since.

There was nothing said about settling witness business, only the new note, the witness did not give him the 4 per cent extra for settling witness business, but for the use of the money.

On cross examination the witness states,

That at that time, the money was borrowed, the defendant Muncy did not claim the 4 per cent for collecting his money.

At the time the Four hundred and seventy two dollar note was executed the conversation came up again about the ~~4 per cent~~ <sup>4 per cent</sup>, he stated he did not charge the witness the 4 per cent for the money, but for his trouble.

At the time of the first contract there was no person present that the witness recollects.

At the time that the Four hundred and seventy two dollar note was executed, the witness recollection is that Muncy and James was present.

Some where about January last, the witness paid Five dollars on the Four hundred and seventy two dollar note.

The Four hundred dollar note, which is embraced in the deed of trust, <sup>was not paid</sup> except in the execution of the Four hundred and seventy two dollar note.

I did give Mr Muncy an another note, for Twenty eight dollar and nine cents executed April the 17<sup>th</sup> 1861, for an in consideration for a debt which he let the witness have on — Stokely, V. Servants, which witness states he has paid.

Some time in the year 1864 he presented this note to the witness for the money, I told him if the witness was a mind to he could not collect that debt, for it was for unlawful interest, he told witness, that it was not that note, that it was for a debt that he let the witness have on Stokely, V. Servants, then the witness recollecting the circumstance and knew he was correct.

I did not ask ~~James Muncy~~ <sup>James Muncy</sup> in April 1861, for Twenty eight dollar and nine cents.

I did in April 1870 have a conversation with James Muncy about the Twenty eight dollar and nine cents <sup>note</sup>, I asked him if he knew the note, and how it came, he told me that it was for the Stokely, V. Servants debt, I did not state to him that it was 4 per cent note, I merely drew this to get up a conversation about the first contract.

I did not inquire of James Muncy whether his father <sup>the defendant</sup> ~~was~~ <sup>say</sup> that this note was for the 4 per cent or usury interest.

I have known ever since witness and William Muncy had the conversation about the Twenty eight dollar and nine cents in 1864, how the note came and what it was ~~for~~ <sup>for</sup> with the witness paid it, the present number.

My recollection at the date of the first contract, that there was a calculation what <sup>extra</sup> 4 per cent on Four hundred dollar



would amount too for two years to the best of witness recollection it did amount to Thirty two dollars, which sum I have paid,

1<sup>st</sup> Question.

At the time, the Four hundred and twenty two dollar note was executed, the witness states that <sup>there</sup> was no time set for the said note to be paid, or understanding between the parties for payments to be made.

1 There was nothing said about the action of the Trust deed,

2 There was some conversation at the time, that the Four hundred and twenty two dollar note was executed, whether the deed of trust would hold good on the new note or not, neither of us knew whether it effected the validity of the deed of trust, we then hope if we had any more conversation upon that subject.

My recollection is that if it did affect it, that we was too fix it right.

The Deft by his Counsel objects, to the two next preceding answers, to questions <sup>1 & 2</sup> propounded by the Defts Counsel, in relation to the action of the Trustee, and the conversation of the parties, as to the effect of the Trust upon the new note, because there is no issue in the pleadings, to which said facts are applicable. Same for Complaint.

And further deponents say the note,

J R Fletcher

The further taking of the above deposition is adjourned over, until Wednesday the 4<sup>th</sup> day of May 1870. at 10 o'clock A.M. April 30/70.

Samuel Fitch Commissioner

Parties met pursuant to the above adjournment on Wednesday, the 4<sup>th</sup> day of May 1870 given under my hand. May 4<sup>th</sup> 1870.

Samuel Fitch Commissioner



Thomas Ely, another witness for Plaintiff of lawful age, after being sworn deposes as follows:-

Mr. Ely. If you heard Mr. Muncy make any statements about, George N. Fletcher paying him more than legal interest on a debt now in suit between the parties, please state what it was, when, it was as near as you can, and where said conversation occurred.

The witness says that sometime this spring he and Mr. Muncy had a conversation about a suit between Fletcher & Muncy, and that Muncy said that Fletcher came to borrow the money from him, and he Muncy did not have all the money, and gave as an excuse for not letting him have it, that he could make more than the interest on the money, but that he did let him have ~~the money~~ <sup>the money</sup> ~~about~~ <sup>about</sup> ~~some~~ <sup>some</sup> ~~of~~ <sup>of</sup> ~~which~~ <sup>which</sup> also paid a note for Fletcher he and Muncy's father, there was some other conversation about the interest <sup>but</sup> witness cannot say <sup>what</sup> ~~whether it was~~ ~~not~~ ~~his~~ ~~only~~

The witness from the conversation understanding that the suit had commenced <sup>the above</sup> <sup>conversations</sup> somewhere about the latter part of March or the first of April, 1870, and that Muncy stated that he had been up to answer Fletcher's bill, the day of the above conversation.

Further the deponent says that not

Thomas, J. Ely

The further taking of this deposition is postponed until the 11<sup>th</sup> day of May 1870.

Witness fee 1 day  
attendance - .50¢  
Comon Fee \$2.50

I the undersigned Commissioner in Chancery do hereby certify that the foregoing depositions of George N. Fletcher, & Thomas E. Ely, were deposed, sworn & subscribed to, before me, at the time & place, & for the purpose -



set forth in the caption, and the several orders  
 of adjournment, as herein before set out.  
 Given under my <sup>hand</sup> this the 17<sup>th</sup> day of May 1871.

Samuel H. Cook, Mayor



George R. Fletcher

vs Depositions

William Muncey et al

Rec'd from Secy of State

Com & in chg & filed

this, 17<sup>th</sup> day of May

1870. J. B. West, clk

cc 1



Pursuant to the accompanying notice, I the undersigned, a Commissioner in Chancery for Lee County, proceeded at the same office of H. B. D. Kane, in Leesville, on the 18<sup>th</sup> day of June 1870, after 9 o'clock A. M. of said day, to take the depositions of Jefferson Jeff, and Garret Fletcher, to be read as evidence, upon the hearing of a suit in Chancery, now pending in the County Court of said County, wherein George R. Fletcher is Plaintiff, and Wm. Muncy & Ther, are Deft<sup>s</sup>.

Garret<sup>Jr</sup> Fletcher a witness of lawful age, being first duly sworn, deposes, as follows,

That he is the son of the comp<sup>t</sup> George R. Fletcher, and is now in his twenty ninth year of age; that he resided with his father as one of his family from his birth up to 24<sup>th</sup> of June 1861; and during that period was constantly at home except short absences for a day or two, or a few days at a time, not exceeding a week at any one time; that in the year 1855, ~~he~~ he was at home, and remembers, that his father & James F. Muncy purchased a lot of cattle for market in partnership, and he learned from the conversations of those two men that they had bought some of those cattle from the deft<sup>s</sup> William Muncy - at least, he heard them talking about the little lots each one had bought, & James F. Muncy said he had bought some from William Muncy & boasted how good a bargain he had got; the witness does not know how many cattle James F. Muncy had bought from William. The witness further remembers, that his father bought out James F. Muncy's interest in the drove of cattle, and drove them to market eastward in the fall or early part of December 1855, and returned home from his cattle driving trip immediately before Christmas in that year; the witness was then living with his father, and remembers the year in which that transaction took place by the fact, that his younger brother John C. Fletcher, comp<sup>t</sup> son, was born in the month of February 1856, and that he was born a short time after his father's return from that driving trip.



The witness further states, that he continued to reside with his father as one of his family up to the 24<sup>th</sup> of June 1861 and from the time of the cattle transaction aforesaid in 1855 to the said 24<sup>th</sup> June 1861 he has no knowledge of his father's buying any cattle from the def<sup>t</sup>. William Muncy, & that his father did not drive cattle at all during that period, and further the deponent says not. Subscribed by the witness this 18<sup>th</sup> June 1870.

Witness claims one day's attendance - 50¢.

G. R. Fletcher

Jefferson Neff, another witness of lawful age, being first duly sworn, deposes and says:

That he is a very near neighbour of the Comple<sup>t</sup> Fletcher, & has been so for 18 or 19 years, living about a quarter of a mile from him; that he remembers to have sold some cattle to James F. Muncy in the fall of the year, & he understood that the Comple<sup>t</sup> became Muncy's partner, and his recollection is, that the Comple<sup>t</sup> drove them to market; as to the time of this transaction, his memory is not<sup>so</sup> distinct as to enable him to say with certainty or satisfactorily to himself in what year it occurred, but the best impression of the witness is, that it took place in 1855 or 1856 - he is distinct in the impression, that it was the fall before the lands of this County were apportioned by W<sup>m</sup> P. Bales in the lower end of the County - it seems to the deponent that it could not have been as late as the year 1858 that he sold said cattle to J. F. Muncy. The witness does not remember to have known the Comple<sup>t</sup> to have bought any cattle from the def<sup>t</sup>. William Muncy at any time - nor does he know of the Comple<sup>t</sup> driving any other cattle from the time he took away said drove down to the beginning of the war.

And further the deponent says not. Subscribed by the witness this 18<sup>th</sup> June 1870.

Witness claims one day's attendance - . . . } 50¢.

Jefferson Neff

Virginia Lee County, To wit:

I, Peter C. Johnston, a Commissioner in Chancery appointed by the Circuit Court of Lee County, hereby certify, that the foregoing depositions of Garrett H. Fletcher & Jefferson Neff were taken, sworn, & subscribed before me, on the 18<sup>th</sup> day of June 1870, at the law office of M. B. W. Lane in the town of Jonesville, Lee County, Virginia, the Comple<sup>t</sup> and the def<sup>t</sup>. Muncy being present with their counsel. Given under my hand this 18<sup>th</sup> day of June 1870.  
P. C. Johnston,  
Comm<sup>r</sup>.  
Common<sup>r</sup>'s fee \$1.80.  
Paid by G. R. Fletcher.  
P. C. Johnston



George R. Fletcher

vs. } Depositions,

Wm Muncy & Jayne

Garrett H. Fletcher

Jefferson Nott

Rec'd & filed June 18th 1870.

J.B. West, Clk

Garret H. Fletcher

atk atk



The Deposition of James H. Muncy & William Muncy  
 taken before Andrew Milbourn a Justice of the  
 peace in and for Lee County Virginia at Commissioner  
 Samuel Field's office in Jonesville Lee County Virginia on  
 the 9th day of May 1870 pursuant to a notice hereto  
 annexed and in the presence of David Miller Attorney  
 for William Muncy and in the presence of Michael  
 B. Lane attorney for George R. Fletcher and in the  
 presence of both Fletcher and Muncy which declara-  
 tions are intended to be read as evidence in  
 behalf of William Muncy in a certain suit in  
 Chancery pending in the County Court of Lee County  
 wherein the said George R. Fletcher is Complainant  
 and the said William Muncy and <sup>others</sup> are defendants.

James J. Munn, a witness of lawful age, being duly sworn  
deposes & says: - in a conversation with plaintiff in  
April 1870 the plaintiff produced a note <sup>of \$28.09</sup> to me & asked  
me if I knew what the consideration was that said note  
was given for & I told him I did not; he then asked  
me if said note was not given if I did not hear my  
father say that said note was given for the 10 per cent. note  
& I told him I had not, but I heard my father say  
it was <sup>for</sup> a note he loaned to ~~Stokely~~ <sup>plaintiff</sup> ~~Stokely~~ <sup>Stokely</sup>  
~~Deane~~ to ~~verify~~ <sup>plaintiff's</sup> claim that Stokely Deane  
had against plaintiff. at the time of the above conver-  
sation the plaintiff asked me if said note of \$28.09 was  
not produced to me in 1868. I told him it was not, for  
there were no papers produced at that time, and also plff  
asked me if said note was not spoken of that time as  
the 10 per cent. ~~note~~ <sup>note</sup>. I told him no consideration  
of the note was spoken of at that time. The plff then  
insisted he was mistaken in the consideration of the note  
being spoken of at that time. Witness upon being fur-  
ther interrogated says he was not present when the \$4.00  
note was given & replied "he was not" And further  
testifies deponent said not. James J. Munn

I have W & subscribed before me this, 9 day of May 1870.  
(Andrew Milbourne J.P.)

Isabeline Murrey, one of the defendants in this cause &  
witness of lawful age above, & says, after being duly sworn  
Some time in January 1858 Mr Tinkler the plaintiff



came to my house & told me he wanted to borrow \$400.00 in money & he would give me a Deed of Trust on his land to secure the payment, I told him I didn't have the money; what money I had was in other men's hands & I did not want to take money out of other men's hands & loan it to him, he then stated that Bros. Welloughly and James were his securities for the payment of land, (and the understanding was that he was to give them a Deed of Trust on said land to secure them, but he preferred to borrow the whole amount and give only one Deed of Trust; after I stated that I did not wish to take money out of other men's hands to loan him, he then spoke of a note, <sup>or note</sup> ~~that~~ <sup>which</sup> ~~was~~ <sup>was</sup> held on him, that I might left said note without advancing all the money, I still didn't agree to receive the money & he proposed to me if I would raise the money he would pay me 10 per cent interest on it I told him it was against the law to take over lawful interest & I would not loan money in that way. Finally I made an agreement with him with condition that I was to have a few & if I could raise the money I was to meet him in Jonesville & that I was to have pay additional for my trouble. I met him in Jonesville according to agreement & I found I could raise the money or my near it, the contract was stated in present of the Clerk & he wrote the deed of Trust and the note <sup>of \$400.00</sup> which was given me by the plaintiff at the same time. I lifted the plaintiff's note by executing a note to my father for \$94.83 and lifted a note my father held on the plff for that amount. I also executed to the plaintiff a note the amount of which I do not now recollect in part consideration of the said \$400.00. Nothing was said about the plaintiff contract with me above alluded to pay me for my extra trouble until I came to lift the small <sup>note</sup> which I just said I don't recollect now the amount of, at that time we agreed upon the amount he was to give me for my trouble - the amount was about \$16.00. I never required the plaintiff to execute a note for the unlawful interest which he claims & no such note was ever executed that I can recollect of. After the Deed of Trust was due, I agreed to indulge him another year. After that he came to my house & we had another agreement, plaintiff agreed note to give me another note which would include the interest which had accrued on the \$400.00 note & I agreed

to indulge him another year & the \$400.00 note & interest amounted to the \$472.00 which ~~he~~ <sup>he</sup> ~~gave~~ <sup>gave</sup> me a note & this agreement was not to effect the Deed of Trust & said note was made payable on demand. In the early part of 1862 plaintiff again came to my house & asked if I wanted my money & I replied I did, I then asked him what kind of money he had for me & he said the money we have in the country & I said if it is that kind I don't want it & it is not a legal tender & he said <sup>if I see if it is of as</sup> ~~it was~~ & he would <sup>one year after</sup> ~~pay~~ <sup>pay</sup> ~~the~~ <sup>the</sup> ~~note~~ <sup>note</sup> ~~we~~ <sup>we</sup> ~~had~~ <sup>had</sup> ~~out~~ <sup>out</sup> & ~~parted~~ <sup>parted</sup> - it was about the date of the last mentioned note of \$472.00 that I told him I wanted my money & then I asked him to pay me such money as I desired him to refuse to take Confederate money. afterwards in Jan 1865 I again demanded the money, then some time during the summer I again demanded the money, ~~the~~ <sup>the</sup> ~~amount~~ <sup>amount</sup> ~~of the same~~ <sup>of the same</sup> ~~said note of \$472.00 was executed~~ <sup>the</sup> ~~the~~ <sup>the</sup> ~~amount was the \$472.00~~ <sup>amount was the \$472.00</sup> ~~was to bear interest & I thought~~ <sup>was to bear interest & I thought</sup> ~~it was in the face of the note to bear interest from~~ <sup>it was in the face of the note to bear interest from</sup> ~~the~~ <sup>the</sup> ~~last statement of witness in relation to the agreement that the~~ <sup>last statement of witness in relation to the agreement that the</sup> ~~note was to bear interest from date~~ <sup>note was to bear interest from date</sup> ~~is executed to by Plff, because~~ <sup>is executed to by Plff, because</sup> ~~it is contradictory of the note, and irrelevant to the pleadings.~~ <sup>it is contradictory of the note, and irrelevant to the pleadings.</sup> In July 1866 I again went to plaintiff & asked him again if he could pay me & he said he could not - he hadn't the money - he then said that small note you hold on me you could not make me pay if I wanted to, I then asked him why, he then states it was for money & you could not make me pay it if I wasn't willing to pay it, I then looked him right straight in the face & said you're mighty mistaken in that I can tell you how that note came, I then told him it was for a note I let him have on Stokely Dravault, he then acknowledged that was what the note was for, the note above spoken of then is the \$28.09 note. witness when being interrogated states he was surprised to hear plaintiff claiming ~~that~~ <sup>that</sup> ~~the~~ <sup>the</sup> ~~note~~ <sup>note</sup> ~~of \$28.09~~ <sup>of \$28.09</sup> ~~was executed~~ <sup>was executed</sup> ~~for~~ <sup>for</sup> ~~the~~ <sup>the</sup> ~~plaintiff~~ <sup>plaintiff</sup> ~~never claimed~~ <sup>never claimed</sup> ~~any note~~ <sup>any note</sup> ~~executed for such~~ <sup>executed for such</sup> ~~before~~ <sup>before</sup> ~~except~~ <sup>except</sup> ~~\$28.09 note just referred to~~ <sup>\$28.09 note just referred to</sup> ~~witness fur~~ <sup>witness fur</sup> ~~ther states that it was~~ <sup>ther states that it was</sup> ~~my understanding from the conversation~~ <sup>my understanding from the conversation</sup> ~~at that time the Deed of Trust was to stand good for it~~ <sup>at that time the Deed of Trust was to stand good for it</sup> ~~I pay rent of the note for the \$472.00~~ <sup>I pay rent of the note for the \$472.00</sup>

Exhibited by Plff.

Mr. Muncy did you settle for me, any other debt, to the one to Francis Muncy your father for \$94.83 & if so



4

State w<sup>o</sup> it was you settled with and the amount, & did not I suggest the settlement of the debt to your father, that you might be able to make out the sum of \$400.00, which I was prepared to borrow of you.

Ans. I cannot now say I paid any other amount to my father or any other person, except the \$94.83. But I may have done so. Mr Fletcher spoke of giving his note to his father to make out the \$400.00. Mr Fletcher spoke of witness giving his note to my father & lifting the note which I left over him of \$94.83 to make out the \$400.00.

Question by same.

Ans. Muncy you state when you & Pltff met at Jonesville, you gave your note a balance of the \$400.00, was not that on interest, and did not you pay it in a day or two after the trust was executed, Ans. when plff & I met in Jonesville I gave my note payable one day after date, as I now recollect, for about 25.00 or \$20.00 for the balance of the \$400.00, it was probably 2 or 3 months but I can't say positive when it was I paid it.

Question by same.

Ans. Please state what trouble it was was it, for which you state Pltff, agreed to pay you \$16.00, except the trouble of collecting in & running money from other persons?

Ans. I don't recollect any other trouble was except giving the note to my father as before stated, & going to Jonesville to have the deed of trust executed, & paying over the balance of the balance of the note I executed to plff - it is about 1 1/2 miles to father's from my house & about two miles to Mr. Fletcher's.

Question by same.

Ans. Was there any <sup>other</sup> business transaction between you and Plaintiff, about the same time, you let him have the \$400.00 you loaned him.

Ans. I don't recollect of any other business transaction between the 1st & me about the same time I let him have the \$400.00 I loaned him.

Question by same. Did you loan plff any money, or sell him any property between the time you loaned him the \$400.00 and the time you paid him the balance of the note, you executed to plff as above stated, for the residue of the of the said \$400.00 & if so state the amount, and the time, as near as you can.

Ans. My recollection now is that plff & James Muncy were trading together in cattle & I sold them cattle & probably paid the balance of the \$400.00 in that way soon after the deed of trust was executed but did not loan plff any money between the time alluded to in the above question & my recollection.



5  
is that the price of the cattle I sold <sup>in Jan. 1865</sup> ~~plff.~~ was considerably above the note due as balance of said \$400.00 but I can't say what time of year it was, but the cattle were in our order when so.  
This Question and Answer Hereto is excepted to by Def.  
Because it is irrelevant to the Case

Question by same. At the time you state you demanded the money of <sup>I afterwards at said summer</sup> ~~11th~~ in June 1865, was it not, the interest, & I desired him to pay, for which <sup>you</sup> afterwards notice I gave.  
Ans. It was not the interest, it was the principal, <sup>& interest</sup> I demanded.  
Question by same.

~~The~~ The demand you speak of making in July 1866, was it not, for the note of \$2809, and not for the large debt,  
Ans. I just asked him to pay me what he owed me & did not designate any particular amount.  
Question by same.

Did Muncy & Fletcher ever buy any cattle of you, more than once.  
Answer. I don't recollect that they ever did or did not at this time.

Question by same.  
When the ~~plff.~~ executed to you, the <sup>note</sup> \$472.00 did you not surrender to him, the note for \$400.00  
Answer. I did. And further deponent saith not  
Wm. Muncy

Virginia Lee County to wit,  
The foregoing depositions of James J. Muncy and William Muncy were taken, <sup>sworn to and subscribed to</sup> before me the undersigned a justice of the peace in and for Lee County at Commissioner Samuel Childs' office in Jonesville, on the 9th day of May 1870 in the presence of George R. Fletcher and William Muncy parties to the suit and in the presence of David Miller Atty for Muncy and Michael B. D. Lane Atty for Fletcher pursuant to a notice herewith filed and for the purposes mentioned in the Caption of these Depositions Given under my hand this the 9th day of May 1870  
Andrew McIlbourn J. P.

No other witnesses appearing the further taking of these depositions is postponed until Monday the 16th day of May 1870 at the same place.  
May the 19th 1870.

Andrew McIlbourn J. P.  
Further postponed until Friday the 20th 1870  
Andrew McIlbourn J. P.



4  
pursuant to adjournment, this 20<sup>th</sup> day of ~~April~~ <sup>May</sup>, 1870  
William Muncy, the defendant, deposes & says that  
according to <sup>his</sup> deposition heretofore given, in answer to the following  
question by the Court, to wit:  
"Question by Court. Did you loan Jeff any money, or sell him any  
cattle, between the time you loaned him the \$400.00, and the time  
you paid him the balance of the note you executed to the Plaintiff,  
stated for the residue of the said \$400.00, and if so state the amount  
and the time as near as you can?"  
That he then thought the sale of cattle, made as heretofore stated  
was made, to James H. Muncy, and George R. Fletcher, but on  
revisiting his mind in conversation with others, and referring to  
dates, and studying over the matter he finds that he has mistaken  
as to whom the cattle was sold, the sale was made, as heretofore  
stated, but made to George R. Fletcher alone, and that James H.  
Muncy has nothing to do with it;  
Witness further states that, no contract, was ever made between him  
and the plaintiff George R. Fletcher in the <sup>execution of the</sup> \$400.00 note in the  
deed of trust, and for in loaning the money consideration, thereby  
for any interest above the legal rate, but the small compensation that  
I received was for my trouble in arranging the matter between us,  
and that I did not receive more than a fair compensation for the  
same, it is stated that he saw, and examined a \$32.00 note handed  
to the Plaintiff in his deposition, in this case, and which he claimed  
to be the note executed for the extra four per cent interest, and if the witness  
ever saw the said \$32.00 note before the time exhibiting by the plaintiff  
in giving his deposition, he cannot now remember it.

Question by Court. Mr Muncy please state, whether or not, the said  
\$32.00 referred to above, is in your hand write.  
Ans. I do not think it is.

Question by same  
Mr Muncy, please describe minutely as you  
can, the cattle, you formerly stated you sold to James H. Muncy  
& the Plaintiff, and now state you sold to Fletcher alone.

By witness he thinks he sold the plaintiff two steers and that had  
been partially broken to work, one of them was known as his wife's and  
it had part of the long hair pulled out; they were about four years old,  
which he says that the plaintiff was to give him, as he remembers seeing  
a team of such this other was pale red with hoarding stripes through it,  
with some white spots on him, I have reference to my wife's steer.  
The other steer in my recollection is not distinct, as to its color, but thinks

it was dark red with white spots, and further states that he does not  
own other cattle but these two at that time.

Question by same  
Witness will please state where the two cattle  
above named to, were, when you sold them, & who was present  
when you made said sale.  
Ans. His recollection is that they were at the lower end of his plantation  
in what is called the lower land, fields, and that there were no  
one present but witness and plaintiff as I now recollect.

Question by same  
Mr Muncy did you about the date before  
stated, have any other cattle transaction with the Plaintiff?  
Ans. I do not recollect of any.

Further the defendant says to wit:  
William Muncy &  
The foregoing deposition was duly taken, and sworn to before me,  
a Justice of Peace for the County of Lee, agreeable to adjournment.  
Given to and subscribed before me, this 20<sup>th</sup> day of May, 1870.  
Andrew Milbourne, J. P.

Adjourned to Saturday May 21<sup>st</sup> 1870 Andrew Milbourne, J. P.  
in his office  
The hour - 11:12

The parties met pursuant to adjournment, on the 21<sup>st</sup> day of May,  
1870.

James Jaynes a witness of lawful age, being duly sworn deposes  
and says -  
Witness states that he was applied to by George R. Fletcher the  
plaintiff to act as trustee in the deed of trust in the plaintiff's  
bill maintaining, and that at first, for the witness refused, but on being  
informed, that his duties were nothing more than to advertise and to  
sell in the event, that a sale were necessary, he, the witness consented to  
act, more for the accommodation of the parties than anything else, being  
was in the Town of Genesville, when applied to by plaintiff to act as  
trustee, and when he, the witness, consented he started to the court house  
with the plaintiff at which time the plaintiff informed witness that  
his co-defendant Muncy was accumulating him, the plaintiff in  
loaning him money and in executing his Wm Muncy note to Thomas  
Muncy the father of Wm Muncy in return of a note which the said  
George R. Fletcher was the said Thomas, and plaintiff further told  
him the said William Muncy had not yet got all the money to make up  
the \$400.00 but that he thought he would get it for him by the time  
the plaintiff money was due it, the deed of trust was accordingly on



on the same day executed, after which the parties on their way home on the same evening, plaintiff and defendant, being in company with the witness, had a conversation about the matter embraced in the deed of trust, and the <sup>plaintiff's</sup> recollection <sup>of that</sup> the defendant Murrey was to have a compensation for his trouble in collecting in his money for the said Mullett and for executing his note to the said Francis Murrey as appraised stated during all the time of these transactions witness never heard the <sup>subject</sup> of money mentioned, nor in fact, never heard it in reference to these matters until the last spring a year ago.

Question by Mr. P.

Now please state what amount was agreed upon by the parties, that Mr Murrey was to receive for the trouble of collecting his own money, and executing his note in lieu of money to Francis Murrey.

Ans. Witness states that he has no recollection of any amount was fixed upon by his best impression is that both the plaintiff and defendant told him the same thing.

Question by same.

Have you or not, any knowledge that the note executed to Mr. Murrey for the trouble alluded to, & if so, state the amount of said note, and the date thereof as near as you can.

Ans. I have no recollection of any note as herein stated,   
 Another the defendant, Oazette, not.

James J. Agre

Subscribed before me, this 21<sup>st</sup> day of May 1870.

Samuel J. Field, Comm. in Ch.

No other witness appearing the further taking of the above deposition was postponed until the 10<sup>th</sup> day of June 1870 at the same place according to the notice heretofore annexed.

Witnesses 504 Given under my hand this 21<sup>st</sup> day of May 1870

Commissioner } I Samuel J. Field, Comm. in Ch.   
 in Chancery do certify that the foregoing deposition was duly taken before me and returned before me at the time and place as mentioned therein.

Given under my hand this 10<sup>th</sup> day of June 1870

Samuel J. Field, Comm. in Ch.

Next pursuant to adjournment, this 10<sup>th</sup> day of June 1870. in Ch.   
 Samuel J. Murrey a witness of lawful age, and being duly sworn deposes and says

That sometime in the latter part of the year 1857 or the first of the year 1858 defendant William Murrey sold to the plaintiff George R. Fletcher two steer cattle one of which was rather a brindley with some white spots with part of his tail off which steer was known as the Steer of William Murrey wife and the other was a red steer mixed with white piny, witness further states that he was present when the said Fletcher came



Wm. Muncy

ad. { Depositions

George R. Fletcher.  
Rec'd & filed June 15-1870

J.B. West cl.

As. J. Hunt, do 182

Wm. Muncy do 182

Wm. Lagne do 101



9  
to trade for the said steers, and that James H. Murney was not  
present nor trade for the said steers, the said James H. Murney  
and a man named Breeding about September 1857 came to the defend-  
William Murney home to look at, and trade for the above named cattle  
the said William Murney was not then at home and witness  
told them that his <sup>father</sup> did not desire to sell them but wanted to keep  
them for work of one witness recollection is that Fletcher gave \$16.00  
apiece or \$32.00 for both.

Witness further states, that he was not present when the deed of trust  
in the bill mentioned was executed, but that he was present twice  
before the said deed was executed when the said Fletcher came to borrow  
money from the defendants, and on the last mentioned time, witness  
recollection is that the said Fletcher stated to William Murney  
that he Fletcher was likely to be sued by Francis Murney on a note  
about \$900.00 and if he the said William Murney would lift  
the note which he Fletcher owed Francis Murney and assign him  
the amount of \$400.00 he Fletcher would execute a deed of trust  
in this land for the payment thereof defendant William Murney  
told him he had not all the money by him, Fletcher then told  
him if he would satisfy the Francis Murney debt, and give him  
the rest of the \$400.00 he would ~~pay~~ deduct <sup>part</sup> of the \$400.00  
\$16.00 for his trouble in so doing, and witness was not present  
at any other transaction before the time of this deed of trust,

Question by Complainant.

Witness. How far did you & your father  
live from G. R. Fletcher, at the time of the transactions  
you speak of between him, & father.

Witness states that he is a line a mile  $\frac{1}{2}$  or about  $\frac{3}{4}$  miles

Question by same

How far from the residence of Francis  
Murney who held the note for about \$90.00.

Witness states that it was about a mile and a half

Question by same.

State if you can not said Fletcher



done with the two steers you refer to;  
 Witness states that he does not know what he does with them but  
 that he thinks that he took them to some of the upper country.

Question by same, Did Fletcher about that time, buy  
 any other cattle of your father, Mr. Muncy,  
 Witness states that he does not recollect that he purchased any other  
 Question by same.

Did same of Muncy buy any cattle  
 of your father about the dates given in the  
 foregoing of your deposition  
 Witness states that he has no recollection of James H. Muncy buying  
 any cattle of his father.

Further the deponents say that they, James H. Muncy  
 & Andrew Milbourn, Justices of the peace for the County of Lee, do  
 certify that the foregoing deposition were duly taken & sworn to and subscribed  
 before me at times and places as mentioned therein.

Given under my hand this 10<sup>th</sup> day of June, 1870.

Andrew Milbourn J. P.

Witness fee 50c

Commission fee them 75c.

The further taking of this deposition is postponed until the  
 18<sup>th</sup> June, 1870. at the same place and between the same persons.



I the undersigned an acting justice, in & for  
Said County, met pursuant to the former adjournment  
of Commissioner Fields, at the Law Office, of W. B.  
D. Lane, in the Town of Ennisville, on Wednesday the  
11th day of May 1870, for the purpose of continuing  
the taking of depositions in the Chancery Cause  
in said County Court, of George R. Fletcher, vs. Wm.  
Muncy <sup>& others</sup>, the Plff. and Deft. <sup>Chancery</sup> being present, each  
with Counsel. Given under my hand: May 11<sup>th</sup> 1870

James B. Ditts, J. P.  
George R. Fletcher, who had heretofore given his  
deposition, was again introduced, to testify  
in relation to new facts, & points, & after  
being duly sworn, deposes as follows:  
Question by Plffs Counsel.

Mr. Fletcher, please state what you know  
in relation to a cattle transaction between you, & Jos  
H. Muncy, on one side, & Mr. Muncy, on the other, referred to  
by the said Mr. Muncy in his deposition in this cause,  
giving as well as you can dates &c.

Answer by Witness. Me & James H. Muncy did  
at one time buy some cattle in partnership, I after  
wards bought him out, among the rest of the  
cattle some cattle was bought from William Muncy  
Jefferson Steff, Andrew Baumgardner & Thomas Moore  
& others., that is the only time we ever bought  
cattle together, that occurred about the fall of  
1854, October or November. There is one fact which  
fixes the date: the condition my family was in  
while I was absent, a son was born while I  
was ~~there~~ February following which date is I think  
the 13th day of February 1855. I have the record in  
my bible, and from another circumstance that is in  
the same fall I bought an mare that I bought the  
cattle & rode the mare off with the cattle & I  
bought the mare from William Hedrick in his lifetime.



I returned home about Christmas. William Red-rick died a short time after I got home.

The foregoing question and answer thereto is accepted to by Defendant because they are irrelevant to the Cause. The Plaintiff avers that so far as this seems to be irrelevant, that he will make it relevant

by subsequent testimony  
Question by same.

Have you a note in your possession executed by you, to Mr. Muncy, & if so, please produce the same, and state when you found it, or recovered it from where it was misplaced.

Answer. I have and herewith produce the same. I had not found this note when I gave my other deposition but since that time it has been found by my wife among my papers; amongst old tax receipts & roll of Confederate money. I now have this note in my hand and it reads as follows: two years after date I bind myself, heirs &c. to pay William Muncy thirty two dollars for value received of him. Witness, my hand and seal January the 31st 1858.

L. R. Fletcher (seal)

on the back of this note is endorsed "Paid"

The signature to this note is in my own handwriting

I don't know whether the endorsement across the face is my own handwriting or not. My recollection is that I paid & lifted this note about the time I gave my note for the \$472.00 referred to in my former deposition. This \$32.00 note was executed for the extra 4 per cent on the \$400.00 note alluded to in my former deposition - this note was executed about the time the deed of Trust was executed & before the money transaction was wound up - there was no other transaction between Mr. Muncy & myself near that date

that I have any recollection of, I file with this, my deposition the said \$32.00 note and attach it thereto as part thereof, marked (F)

Question by Defendant. Where was this note written and by whom?

Answer. I don't remember.

Q. by same. Is this note in Mr. Muncy's hand writing

Answer. I do not know.

Q. by same. Did you not ever see the Defendant William Muncy write and do you not know his hand writing?

Answer. I never saw him write but very little & I would not know his hand writing from other men's

Q. by same. Where were you and the Defendant Muncy when he delivered you this note

Answer. I don't remember

Q. by same. How and in what manner was this note paid by you? & where?

Answer. In money - my recollection is at his house - about the time I executed the \$472.00 note

Q. by same. Was not this note executed at the same time and place of the execution of the \$400.00 note?

Answer. It was not - my recollection is that the \$400.00 note was executed in the Clerk's office at the time the deed of Trust was given and that afterwards Mr. Muncy executed the note to his father Francis Muncy - I don't have any distinct recollection where the \$32.00 note was executed, I know it was not at the Clerk's office, because it was a secret matter, but I see by looking at the note said Muncy executed to his father that it was dated January 30th 1858, the day after the Deed of Trust



and that the \$32.<sup>00</sup> note is dated the next day after the note he executed to his father

Q. <sup>By Same</sup> Are you certain that no one knew of this unusual note of \$32.00 but yourself and Deft. Muncy  
 Answer. I knew nothing about any one else knowing about it. I don't know how many he may have told of it.

Q. By Same. Did not you propose at the time you first went to him to borrow the \$400. that you would give more than lawfull interest and and did he not refuse and tell you that it was against the law and that he would not make such a contract?

Answer. Deft. Muncy refused to let the money go out of his hands, because it was already in good hands at 6 per cent. I then proposed to give him 10 per cent, he did refuse and said it was against the law & I told him we could dodge that & he then agreed & I executed to him the extra note afterwards for the extra 4 per cent interest.

Q. By Same. Did you not agree with me to pay me for my trouble in collecting up the money &c. that I was at before I would let you have the money?  
 Answer. I don't recollect of the trouble ever coming up at that time, but there was something said about this <sup>extra</sup> \$32.<sup>00</sup> being for his trouble when I gave him the \$472.<sup>00</sup> note, said Muncy claimed at that time that the \$32.<sup>00</sup> was for his trouble & not the use of the money.

Question by Plff

Is the body of the thirty two dollar note filed with this deposition in your hand unite,

Answer. It is not



5

Question by Defendant. Did you not in the years 1866 & 1868 or at any other time claim that the \$28.09 note was the usurious note and no other?

Answer. I told him in this way William this \$28.09 note is for unlawful interest & if I was <sup>or</sup> mind to you could make me pay it, his reply was this is not that note, but a note that ~~you gave me~~ <sup>for a debt & let you have</sup> ~~he~~ <sup>made</sup> for a debt on Stokely V. Davaust - When he made this statement I remembered he was correct about the \$28.09 note

Question by Same. Did you not tell him that he could not make you pay the small note if you was <sup>mind</sup> not to pay it on the grounds of usury?

Answer. I told him he could not make me pay the \$28.09 note, for it was for unlawful interest or usury, but in this I was mistaken as explained in the foregoing answer & afterwards I lifted & paid said \$28.09 note & have the same in my possession

And further this defendant with not.

Q. By Same. Where was the \$472.00 note and the \$28.09 <sup>note</sup> executed?

Answer. My recollection is that the \$472.00 note was executed at William Muncy's house, the \$28.09 note I have no recollection of where it was executed.

The above note herewith filed and so much of this deposition as is connected therewith is accepted to as evidence in this cause by the Defendant upon the ground that no part of said note is in <sup>the</sup> hand writing of Defendant, nor the endorsements thereon in his hand writing.



And further this deponent saith not.

G. R. Fletcher

Virginia Lee County

I the undersigned an acting justice of the peace in & for said County, do hereby certify that the foregoing deposition of George R. Fletcher, was depored, sworn, and subscribed to in my presence, at the Law Office of W. B. D. Lane, in Connersville, on Wednesday the 11<sup>th</sup> day of May 1870, in the presence of the parties, and their counsel for the purpose of being read upon the hearing of a cause in Chancery now pending in the County Court of Lee County, wherein, George R. Fletcher is Plaintiff, and William Muncy <sup>and others</sup> are defendants. Given under my hand this the 11<sup>th</sup> day of May 1870.

James H. Fitts J. P.  
The taking of depositions in the above cause is adjourned over until Saturday the 14<sup>th</sup> inst. Given under my hand. May 11<sup>th</sup> 1870.

James H. Fitts J. P.

Met pursuant to the above adjournment, the parties & counsel being present, and resumed taking depositions in the above cause. Given under my hand, May 14<sup>th</sup> 1870.

James H. Fitts J. P.

William L. Muncy, a witness of lawful age, being duly sworn, deposes as follows.

Mr. Muncy, please state what you know about James H. Muncy, & George R. Fletcher, buying & driving cattle, and fix the date, as well as you can.  
Answer by Witness, I know that G. R. Fletcher and James H. Muncy did at one time buy cattle in partnership and of but one time in my knowing

I also know that G. R. Fletcher did at or near the same time purchase a certain bay mare of William Hedrick and rode the same at the time he bought the cattle, I also see from the record of the books in the Clerks Office that the death of William Hedrick ~~death~~ is recorded as taking place on the 5<sup>th</sup> day of Feb'y 1856

I do not know that G. R. Fletcher and James H. Muncy ever bought any cattle of William Muncy

I know that G. R. Fletcher and James H. Muncy both lived in my neighborhood at the time of purchasing the cattle and mare, and they did live in the neighborhood for some time after

The argument by his counsel excepts to so much of the foregoing as purports to speak of the records of the death of Wm. Hedrick, the record itself being the best evidence —

Agan & Muncy

And further the deponent, says not.

William Muncy

I the undersigned justice, certify, that the foregoing deposition of Wm. L. Muncy was depored, sworn, and subscribed to, before me, & in the presence of the parties & counsel, on the 14<sup>th</sup> day of May 1870, for the purpose set forth in the caption.

Given under my hand, this the 14<sup>th</sup> of May 1870.

Witness.

attendance 1 day 50¢

Justices Fee \$2.00.

James H. Fitts J. P.



G. R. Fletcher.  
vs.  $\frac{1}{2}$  Depositions  
William Muncy.

1870 May 14th. Rec'd this  
day from Jas. R. Fells  
Esq. in his proper person  
& filed. J. B. West, clk

G. R. Fletcher vs.  
Wm. Muncy.



two year after date I bind my self heirs &c to  
pay William Muncy thirty two dollars for value  
received of him in witness my hand and  
seal January 31 1858

G. L. Fletcher (Seal)



( $\frac{2}{7}$ )

( $\frac{2}{7}$ )

G R Fletcher

To note

\$ 32.00

3



This Deed made the 20th day of January in the year of our Lord  
one thousand eight hundred and fifty eight between George  
Hletcher of the County of Lee and State of Virginia of the one  
part & James Payne Junr of the County of Lee and State of  
Virginia of the other part. Witnesseth that the said George  
Hletcher doth grant unto the said James Payne Junr certain tract  
or parcel of land lying and being in the County of Lee it being  
the same lands that the said Hletcher purchased of James Sims  
and the same on which the said Hletcher now lives. and which  
tract contains about 100. ac the same more or less. with  
all its appurtenances. to have and to hold unto the said  
James Payne Junr and his heirs forever. And the said George  
Hletcher covenants that he will warrant generally the tract  
herby conveyed, in trust, to secure to William Hume, the pay-  
ment of the sum of four hundred <sup>dollars</sup>, with legal interest there-  
on from this date, for which sum a note has this day been  
executed, which is justly due to them, in or before the 29th  
day of January in the year one thousand eight hundred and  
sixty. In witness whereof the parties have hereunto set their  
hands & Seals.

G. Hletcher Test  
James Payne Junr Test

Lee County <sup>Court</sup> Clerk's office. the 29th day of January. 1858.

This Deed of trust from George Hletcher to James Payne  
Junr for the benefit of James Payne Junr was acknowledged before  
me and admitted to record.

A copy

Teste —

J. W. & H. Harrison. C. C.

J. B. West. Clerk.



James Jayne Jr.  
From & Copy of Reed  
George R. Fletcher

(A)

Free for copy 30 cts.



Mr George R Stetcher

you are hereby notified that on the  
15<sup>th</sup> day of October 18 67 at the residence of Harry M  
Hall a Justice of the Peace for the County of Lee State  
Virginia I will proceed before the said Hall or some other  
authorized Justice of said County then and there present  
by motion to take Judgment against and recover of you  
a sum ~~of~~ Equal to the interest for one year on the  
principal of a debt due from you to me evidenced by note  
under seal executed by you to me on the 1<sup>st</sup> day of  
February 18 61 for four hundred and } William Muncy  
seventy two dollars and on demand }



Wm. Muncy

To 3 Notice for interest

G. R. Fletcher

Oct 1867.

(B)



# Notice

## Land for Sale

I the undersigned trustee in a deed of ~~trust~~ executed to me by George R. Fletcher to secure the payment of a debt due to William Muncy, will sell the lands conveyed by said trust deed to satisfy the unpaid part of said debt. The sale will be made on the 1st day of the March term 1870 of the County Court of Lee County, at the front door of the Court House of said County. The land to be sold is situated in said County and the same which was purchased by said Fletcher from James Muncy and whereon he the said Fletcher resides, containing by estimation 100 acres. But for a more particular description reference is made to said trust deed which is of record in the clerk's office of the said County Book 13 page 466. The Creditor Muncy claims the whole of the debt mentioned in said trust as due except \$28.52, paid as of the 15th day of October 1869 and \$5.00 paid 1st day 1870. James Muncy  
20  
May 20 1870  
Trustee



Deed from G. R. Fletcher to James L. Lundy, Jr.  
for the benefit of Mrs. M. M. Muncy. Deed Book 93  
Page 466, is dated the 29<sup>th</sup> Jan'y 1858, &  
admitted to record the same day conveys  
the land described in the notice, and  
recites that it is made in trust to secure  
to William Muncy the payment of the sum  
of \$400.00 with legal interest thereon from  
this date, for which sum a note has been  
this day executed, which is justly due  
to them, or or before the 29<sup>th</sup> Jan'y 1860

(6)

G. R. Fletcher  
M. J. Lundy, Jr.  
Deed Book 93  
M. M. Muncy & others.



Heister

18

Bill of exceptions

Worcester

Be it remembered that on the  
day of the case, the defendant by  
his counsel moved the court to send  
the witness in, and before  
said motion was acted upon by the  
court, the plaintiff moved the  
court to send an issue to a jury to  
be tried at once, to inquire whether  
or not there was a sum in the  
contract named in the Bill, and  
the defendant counsel objected to  
the court acting on the plaintiff's  
motion to displace as it  
was of that the court held the  
plaintiff's motion to send an issue to  
a jury, and overruled the plaintiff's  
motion therefor, to which the plaintiff  
objected and thereupon the defendant  
renewed his motion to submit  
the instruction on the plaintiff's motion  
to submit the whole case to the  
court to be tried on the well  
known to displace the well  
knowning that the case was  
prepared for hearing, it was  
agreed that the court on the  
motion to displace should  
hear & decide the whole case  
and thereupon, the whole case  
was submitted to be tried ~~there~~ <sup>out</sup>



the motion to displace, and the  
Jury's counsel made an argument  
in the whole case, and at the  
conclusion of his argument  
the defendants counsel insisted  
that he had the right to the  
first speech, and that the Juries  
counsel should have no argu-  
ment his colleague, and the Juries  
counsel insisted that he had  
the right to the second reply,  
and the court ruled that the  
defendants counsel had the right  
to the first speech in reply, and  
refused that right to the Juries  
counsel, and the Juries counsel  
objected to the decision of the court  
and thereupon the defendants  
counsel replied generally in re-  
sponse to the argument of the Juries  
counsel after which the court  
rendered the following decree  
(here insert it) and the Juries  
counsel then his full exceptions  
to the ruling of the court. The  
court in rendering the decree  
the defendants motion to displace  
the Juries counsel in refusing  
to award an issue to the Juries  
by a jury, and in allowing to  
the defendants counsel the last  
argument in rendering the decree  
it was in the case, and the Juries

The court to sign and make  
make the same a part of the  
record in the case which is  
done

Henry J. Morgan



George R. Fletcher

vs. J. Bill Es

Wm. Mancy

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July Term 1870. Filed



Know all men by these presents that We George R Fletcher and Jefferson Jeff and Alexander C. McKill are held and firmly bound unto William Muncy Dr. in the sum of Five hundred dollars for the true payment thereof well and truly to be made to the said Muncy we bind ourselves jointly and severally firmly by these presents. witness our hands and seals this 21st day of March 1870.

The Condition of the above obligation is such that the above George R. Fletcher has this day obtained from the county court of Lee County an Injunction against the said William Muncy and James J. Muncy to restrain them and all others concerned from all further proceedings upon the said debt in the said mentioned until the further order of the court.

Now if the said George R. Fletcher shall well and truly pay all costs and damages that may be awarded, against him ~~and all other such damages as may be sustained by the said William Muncy by reason of the granting of said injunction~~ and ~~shall also pay the costs of the said injunction~~ in case the injunction shall be dissolved, then this obligation to be well otherwise to remain in full force.

G. R. Fletcher (Seal)  
Jefferson Jeff (Seal)  
A. C. McKill (Seal)



George R. Fletcher

To { Injunction Bond

Wm. Muaney et al



George R. Fletcher

Sir:

You will please take notice that on the 9<sup>th</sup> day of ~~April~~<sup>May</sup> 1871, at the office of Commissioner Samuel Field in the town of Jonesville, ~~Lee County~~<sup>Lee County</sup> Va, I shall proceed to take the depositions of James J. Muncy and others, which when taken are intended to be read, as evidence on my behalf, in a certain suit in chancery now pending in the County Court of Lee County, <sup>In which you are plaintiff and said deft -</sup> and if from any cause the taking of the said depositions be not commenced on that day, or if commenced be not concluded on that day the same will be adjourned <sup>Continued</sup> from time to time, till the same be completed -

William Muncy

May 4<sup>th</sup> 1871



circled May the 6. 1870

James Miley C L C

Cent  
112  
75-  
75-

St  
of  
00

St  
50



Know all men by these presents that we Alexander C. McNeill and Jefferson Jeff are held & firmly bound unto the Commonwealth of Virginia in the sum of one hundred & fifty dollars, to the true payment thereof, well & truly to be made to the said Commonwealth, we bind ourselves, jointly & severally, firmly, by these presents, Witness our hands & seals this, 19th, day of July 1870.

The condition of the above obligation is such that whereas in a Chancery Cause this day decided by the Judge of the County Court of Lee County in which George R. Fletcher was plaintiff and William Muncy & James Payne Jr were defendants by which judgment or decree of the said Court, the injunction theretofore granted in said cause was dissolved and the plaintiffs bill dismissed at his own costs, and the said plaintiff alleging that he felt himself aggrieved by the said decree, and that he means to apply by petition to the Judge of the Circuit Court of Lee County for a supersedeas to the same, a suspension of the said decree is granted him until the 1st day of October next upon condition that he or some one for him shall execute bond in the ~~penalty of~~ condition for the payment of all such damages as any person may sustain by reason of the said suspension in case a supersedeas to said decree shall not be allowed & be effectual within the time specified. Now, if the said George R. Fletcher shall pay all such damages as any person may sustain by reason of the said suspension ~~in case~~ within the <sup>time</sup> ~~now~~ aforesaid, then this obligation to be void otherwise to remain in full force.

A. C. McNeil (seal)  
Jefferson Jeff (seal)



A. C. McNeill Oct 1

To } Suspending Bond

The Commonwealth



Mr. William Muncy & James Sayre

Take notice that on Saturday the 4<sup>th</sup> day  
of June next, I will proceed at the house of  
James H. Muncy, in the County of Fayette, in the State  
of Kentucky, to take the depositions of James H.  
& Francis Muncy,  
Muncy, to be read on my behalf, upon the hearing  
of a suit in Chancery now pending in the County  
Court of Lee County, Virginia, wherein I am  
Plff., and you, ~~and others~~ are Defendants.

If from any cause, said depositions are not completed  
on that day, I will adjourn from time to time, and  
from place to place, until the same are finished.  
Given under my hand this the 21<sup>st</sup> day of May  
1870.

George H. Fletcher.



George R. Fletcher made oath before me <sup>the undersigned,</sup> <sub>11</sub>  
that, he delivered to William Muncy, and James  
Layne, each a true copy of the within notice  
on the 31st day of May 1870. Given under my  
hand. this 21<sup>st</sup> May 1870.

John B. West. clk.

George R. Fletcher  
w<sup>th</sup> notice  
M<sup>rs</sup> Muncy & others  
June 4<sup>th</sup> 1870.  
Stagette Co. Ky.



## The Commonwealth of Virginia:

To any Justice of the Peace, Notary Public, or Commissioner, appointed by the Governor of said State, resident in the State of *Kentucky* authorized to take depositions in the county of *Fayette* in the State of *Kentucky*, aforesaid

GREETING:—

know ye, that we, trusting to your fidelity and provident circumspection, do require you, that at such time and places as you shall appoint, to call and cause to come before you *James F. Muncy and Francis Muncy*

witnesses on behalf of *George R. Fletcher*

in a certain *chancery suit now*

depending in the *Court* Court of Lee County between *said Fletcher* plaintiff and *William Muncy*

and *James Jayne* defendant—

and *them* diligently examine touching the same in solemn form, on oath or affirmation, and having received *their* examination as aforesaid, that you distinctly, plainly and without delay, certify and sign, and send the same enclosed into our said Court, together with this writ.

Witness, *John B. West* ~~HENRY J. MORGAN~~, Clerk of our said Court, at the Court-house this *21st* day of *May* 18*60*, in the *94th* year of the Commonwealth.

*John B. West* Clerk.

I do solemnly swear that *James F. Muncy and Francis Muncy*

whose names are mentioned as witnesses in the commission above are non-resident of the State of Virginia. So help me God. *G. R. Fletcher*

*+ subscribe*  
Sworn to before me this, *21st* day of *May* 18*60*.

*John B. West* Clerk.



George R Fletcher

vs Commisrion

William Muncy et al

Free Sols paid.



Lonesville, Va  
April 27<sup>th</sup> 1876

Mr. William Muncy

Take notice, that on Saturday the  
30th inst, at the Law Office of Mr. B. S. Lane, in Lonesville, Lee County, Virginia,  
I will proceed to take the depositions of Thomas C. G., myself  
& others, to be read as evidence, when the hearing of a suit  
in Chancery, now pending in the County Court of Lee  
county, wherein I am Plaintiff, and you are Defendants  
If said depositions are not completed on said day  
I will adjourn from time to time, & from place <sup>to place</sup>, until  
they are finished. Given under my hand  
the day & year above written.

George R. Fletcher,



Virginied. Lee County to wit:

This day George R. Fletcher, made oath before  
me, the undersigned, that he delivered, a true copy  
of the within notice, to William Muncy, on the  
morning of the 28<sup>th</sup> April 1870. Given under my  
hand. April 30<sup>th</sup> 1870. Samuel. Hixey  
Clerk in Chy—

George R. Fletcher  
to J. Hixey  
William Muncy



Conesville Md. June 15<sup>th</sup> 1870.

Mrs. William Munoy & James Payne.

Gentlemen. You will please take notice that on the 18<sup>th</sup> inst, commencing at 9 o'clock, a. m. I. will proceed, at the law office of W. B. D. Lane, in the Town of Conesville, Lee County, Virginia, to take the depositions of Jefferson Jeff, Garrett Fletcher & others, to be used as evidence on my behalf, upon the hearing of a suit in Chancery, now pending in the Court of said County, wherein I am Plaintiff, and You are depts. If from any cause, said depositions are not completed on said day, I will adjourn from time to time, & from place, to places until they are finished.

George R. Fletcher.



G. R. Fletcher.  
By Notice.  
Wm. Muncy & Co.

---

I accept the bequest  
sum of one  
unit in notice  
June 16 1870

James Fayre  
and the bequest  
sum of one  
unit in notice  
June 16 1870

Wm. Muncy & Co.



The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY — GREETING:

WE COMMAND YOU TO SUMMON *William Murrey and James Payne jr*

to appear before the Justices of our County Court for Lee county, at the Court House, in the Clerk's Office, at Rules to be holden for the said court, on the *first* Monday in *April* next, to answer a bill in chancery, exhibited in our said court, against *them* by *George R Fletcher*

And have then there this writ. Witness, JOHN B. WEST, Deputy for SYLVESTER E. THOMPSON, Clerk of our said Court, at the Court House, this *21<sup>st</sup>* day of *March* 18*80*, in the *94<sup>th</sup>* year of the Commonwealth.

*John B. West D.* Clerk.



The Off in this Suit having executed bond in the sum of  
of \$500.00 conditioned according to Law. The Defendants  
and all others concerned are restrained from all other  
and further proceeding under the deed of Trust in  
the case mentioned until the further order of court.

Teste John B. West D.C.

George R. Fletcher

vs. B. Spence & Co.

New Maryland

April 1870.

Exeuted to B. Spence & Co.  
Sec. 3

The Bond



The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY--GREETING:

WE COMMAND YOU TO SUMMON

*Thomas Ely*

*Saml. Field, a Commissioner in chancery, at M. B. D.*  
to appear before the Justices of our County Court for Lee County, at the Court-House, thereof on the  
4<sup>th</sup> day of the *May* term, to testify and the truth to speak in behalf of

*George R. Fletcher* in a certain *Chancery suit* depending in our said  
Court, between ~~*William M. Munn*~~ *G. R. Fletcher* plaintiff and  
and ~~*George R. Fletcher*~~ *William M. Munn* defendant

And this *he* shall in no wise omit under the penalty of twenty dollars

And have then there this writ. Witness, JOHN B. WEST, Deputy for ~~SYLVESTER E.~~  
~~THOMPSON~~, Clerk of our said Court at the Court-House, this, 30<sup>th</sup> day of *April*  
1870, in the 94<sup>th</sup> year of the Commonwealth.

*John B. West* Clerk.

*James' official for Lee County at a color*



Geo. R. Fletcher

ad? & fa

Wm Muncy

4 Day May 1879.  
9 o'clock AM

I except the servis  
of the within. Notis  
May 3<sup>rd</sup> in 1870

Thomas J. Ely